

STATE OF ILLINOIS  
ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF

TROOPER KAITON BULLOCK

I. D. # 4838

DOCKET NO. 15-01

DECISION

This matter coming to be heard before the Illinois State Police Merit Board on April 17, 2015 at its regular scheduled quarterly Board Meeting for consideration of the Joint Motion for a Decision of the Merit Board submitted by Mr. Guy Studach.

The Merit Board having considered the joint motion hereby accepts and grants the joint motion thereby suspending Trooper Kaiton Bullock for a period of forty-five (45) days, according to the terms of the Settlement Agreement signed by the parties, which is attached to this decision.

  
A. George Pradel, Chairman Pro Tem

DATED: April 17, 2015

STATE OF ILLINOIS  
ILLINOIS STATE POLICE MERIT BOARD

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MAR 06 2015

ILLINOIS STATE POLICE  
MERIT BOARD

IN THE MATTER OF:

TROOPER KAITON BULLOCK  
I.D. No. 4838  
[REDACTED]

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) Illinois State Police  
) Merit Board No.  
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JOINT MOTION FOR A DECISION OF THE MERIT BOARD

NOW COMES LEO P. SCHMITZ, the Director of the Illinois State Police, and TROOPER KAITON BULLOCK, Respondent, by his attorney GUY A. STUDACH, and hereby file this Joint Motion for a Decision of the Merit Board in the above-captioned matter. In support hereof the Parties state as follows:

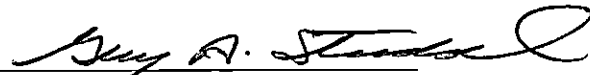
1. That the Director filed a Complaint with the Illinois State Police Merit Board seeking Respondent's suspension for the charges set forth therein.
2. That the Parties have resolved all differences and conflicts that led to the filing of said Complaint and have agreed to enter into a Settlement Agreement with respect to all charges.
3. A copy of the Settlement Agreement is attached hereto and incorporated herein as Exhibit A, and it is now the request of all Parties that a Decision of the Merit Board be entered in accordance with the terms of the Settlement Agreement.

Respectfully submitted by:

  
LEO P. SCHMITZ  
Director  
Illinois State Police

  
TROOPER KAITON BULLOCK  
Respondent

APPROVED AS TO FORM AND CONTENT:

  
Guy A. Studach  
Attorney for Respondent

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ILLINOIS STATE POLICE  
MERIT BOARD

STATE OF ILLINOIS  
ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF:

TROOPER KAITON BULLOCK  
I.D. No. 4838  


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Illinois State Police  
Merit Board No.

SETTLEMENT AGREEMENT

NOW COMES LEO P. SCHMITZ, Director of the Illinois State Police, and TROOPER KAITON BULLOCK, Respondent, and for their settlement agreement, hereby state as follows:

1. Respondent voluntarily admits to all factual allegations of the Complaint in its entirety.
2. The Parties agree that the above admissions constitute a violation of Department policy as alleged in Counts I, II, III, IV, V, and VI of the Complaint. Accordingly the Department is deemed to have proven by a preponderance of evidence that Respondent committed the following violations:
  - A. Respondent violated Department Directive ROC-002, Rules of Conduct, Paragraphs III.A.35., in that he converted Department property and resources in connection with the use of his Department issued squad car when he used state purchased fuel for personal reasons and drove his department issued squad car to and from the Chicago area on at least 20 occasions between February 20, 2014, and approximately August 11, 2014, in violation of established department procedures.
  - B. Respondent violated Department Directive ROC-002, Rules of Conduct, Paragraph III.A.4., in that he failed to obey the lawful order of his superior by driving his squad car off-duty for personal use after being ordered not to do so.

- C. Respondent violated Department Directive ROC-002, Rules of Conduct, Paragraph III.A.48., in that from approximately July 2014 to October 2014, he was living at an address which was not his address of record with the Department.
  - D. Respondent violated Department Directive ROC-002, Rules of Conduct, Paragraph III.A.39., in that he used his Department vehicle for personal reasons from February 20, 2014, to August 11, 2014, in violation of Department policy.
  - E. Respondent violated Department Directive ROC-002, Rules of Conduct, Paragraph III.A.12., in that he failed to maintain sufficient competency in his duties in that on June 9, 2014, he submitted a travel voucher, knowing the information submitted to be inaccurate.
  - F. Respondent violated Department Directive ROC-002, Rules of Conduct, Paragraph III.A.12., in that he failed to assume the responsibilities of his position by utilizing his 10-41 and 10-42 codes each day as directed by the Academy Commander.
- 3. The Parties agree that in consideration of the admissions by Respondent, and the acceptance thereof by the Illinois State Police, Respondent's discipline shall be a forty-five (45) day suspension without pay. Respondent shall be permitted to buy back up to thirty (30) days from his accumulated time. Respondent shall pay restitution in the amount of \$1280.00 to the Department within sixty (60) days of the finalization of this agreement.
  - 4. The Agreement of the Parties renders any further proceedings in this matter unnecessary, as this cause is now fully resolved. Furthermore, the Parties agree to forever waive any and all appeals from any administrative proceedings related thereto. The Parties agree to file, through their respective counsel, a joint motion with the Illinois State Police Merit

Board requesting a decision of the Merit Board in accordance with this Settlement Agreement.

5. The Illinois State Police and Respondent acknowledge that this Agreement constitutes a full and fair settlement of any actual or potential charges relating to the matters addressed in the Complaint filed in this pending Illinois State Police Merit Board case.
6. Respondent, his heirs, successors and assigns, agree to release, and hereby release and forever discharge the State of Illinois, the Illinois State Police, its current or former officers, agents, employees, and insurers, from any and all claims for damages, back pay, attorney's fees, costs, expenses or other relief on account of, or in any way arising out of any and all injuries or deprivations of civil or constitutional rights or state law claims, including but not limited to, actions arising under 42 U.S.C. Section 1983, and Title VII of the Civil Rights Act of 1964, as amended, or in equity, arising out of the subject matter of the aforementioned case, that were known or should have been know up to and including the date of this Settlement Agreement. This Settlement Agreement is intended to be a full and complete disposition of this entire claim and/ or cause.
7. The Parties acknowledge that they have read and fully understand the terms of this Settlement Agreement, that they have had the advice and benefit of counsel of their choosing with respect to its terms, that this document constitutes the entire agreement of the Parties, that this Settlement Agreement will be governed by the laws of the State of Illinois, and that they do hereby willingly and voluntarily agree to its terms and conditions. No promise has been made to pay or give Respondent any greater or further consideration other than as stated in this Settlement Agreement. All agreements, covenants,

representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter of this Settlement Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Settlement Agreement.

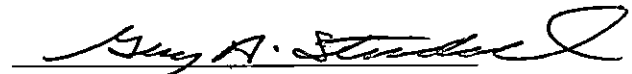
8. Respondent enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences.
9. This Agreement may not be changed, modified or assigned except by the written agreement of Respondent, his counsel, and the Illinois State Police.
10. This Agreement shall not be construed to constitute a waiver of the sovereign immunity of the State of Illinois or the Illinois State Police.
11. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
12. The terms of this settlement agreement shall have no precedential value and shall not be binding on the Department.
13. The parties are aware that the authority to make disposition of this cause rests with the Illinois State Police Merit Board. Therefore, these stipulations and recommendations are entered into on the condition that the Merit Board adopts the recommendations as its own order. Should the Merit Board, in the exercise of its statutory authority, decline to adopt the recommendations in their entirety: (1) all stipulations and recommendations contained in this document shall be void and held for naught in any further evidentiary hearing on this

matter; and (2) the parties would not be precluded from presenting evidence on any relevant issue, whether or not included herein.

WHEREFORE, the Parties set their hands and seals below.

  
LEO P. SCHMITZ, DIRECTOR  
Illinois State Police

  
TROOPER KAITON BULLOCK,  
Respondent

  
GUY A. STUDACH  
Attorney for Respondent



**RECEIVED**

MAR 06 2015

**ILLINOIS STATE POLICE  
MERIT BOARD**

**STATE OF ILLINOIS**

**ILLINOIS STATE POLICE MERIT BOARD**

**IN THE MATTER OF:**

**TROOPER KAITON N. BULLOCK**  
I.D. No. 4838  


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**Illinois State Police  
Merit Board No.**

**COMPLAINT**

**NOW COMES** Leo P. Schmitz, Director of the Illinois State Police, and pursuant to 20 ILCS 2610/14 and 80 Ill. Admin. Code § 150.575 states as follows:

**STATEMENT OF FACTS**

1. Kaiton N. Bullock (Respondent) is employed as a State Police Officer by the Illinois State Police (Department) and holds the rank of Trooper. At all times relevant to this Complaint, Respondent was assigned to the Training Academy. Respondent has been employed by the Department since May 5, 1997.
2. On February 20, 2014, Respondent met with Master Sergeant Scott Whitecotton regarding Respondent's Department issued vehicle usage. During the meeting Respondent was given a copy of the Department directive EQP-002, Department Vehicle Usage, and was directed by Master Sergeant Whitecotton that he was not to use his Department issued vehicle off-duty.
3. Department directive EQP-002 states that Department vehicles may only be used during the course of official state business unless the Department employee qualifies for one of the enumerated exceptions, which Respondent did not.

4. On July 6, 2014, Respondent was seen speeding in his Department issued vehicle on I-72 in Macon County, Illinois. Respondent was not on official Department business and did not have permission to have his Department issued vehicle in Macon County.
5. Respondent's fuel receipts and the State of Illinois credit card account statement generated by Wright Express (WEX) reports were reviewed and compared to his work schedule by his command.
6. It was determined that Respondent purchased fuel 20 times between April 26, 2014, and August 3, 2014, either outside of the Springfield area or outside his normal working hours. The 20 purchases included purchases made in the Chicago area when Respondent did not have permission to have his vehicle in the Chicago area and fuel purchases during times when Respondent was not scheduled to work. It was also found that a travel voucher submitted by Respondent on June 9, 2014, contradicted fuel purchases.
7. Respondent submitted a travel voucher that stated he travelled to Glenview, Illinois, from Springfield, Illinois, at 4:00 a.m. on May 19, 2014, and he returned to Springfield on May 23, 2014. However, Respondent's fuel receipts show that he purchased fuel in Richton Park on May 18, 2014, at 7:00 p.m. Further the fuel receipts show that Respondent purchased fuel in the Chicago area on May 24 and May 25, 2014, when his travel voucher indicated he should have been back in Springfield on those dates.
8. On August 4, 2014, Respondent met with Lieutenant Sara Cox and Master Sergeant Whitecotton was presented with the 20 fuel purchases and travel voucher. Respondent was asked to write a memo regarding the fuel purchases and travel voucher.
9. Respondent provided a memorandum on August 4, 2014, to Lieutenant Cox and Master Sergeant Whitecotton and in that memorandum he did not deny that he had made

any of the fuel purchases. Further, Respondent admits that he did not have permission to have his Department vehicle with him on the dates and times of the 20 fuel purchases. In response to questions regarding the travel vouchers he submitted, Respondent admitted that many of his vouchers needed to be adjusted and admitted that he did not have permission to have his vehicle in the Chicago area on May 24 and 25, 2014.

10. At the August 4, 2014, meeting, Respondent was told by Lieutenant Cox and Master Sergeant Whitecotton that he was not to use his Department issued vehicle off-duty or to travel out of the Springfield area unless he had prior approval to do so. Respondent was required to submit a memorandum indicating he understood the usage of his Department vehicle and did so on August 5, 2014.
11. After his August 4, 2014, meeting with Lieutenant Cox and Master Sergeant Whitecotton, Respondent's Department vehicle was seen parked in the Fairhills Shopping Center in Springfield, Illinois, and Respondent was not on official state business.
12. Respondent was administratively interviewed on October 21, 2014. During his administrative interview Respondent was asked about and admitted that prior to being seen on July 6, 2014, driving his Department vehicle in Macon County, he had been told he was not to use his Department vehicle off-duty. He further admitted that he was on his way back from Park Ridge, Illinois, on July 6, 2014, in his Department vehicle and he did not have permission to be driving his vehicle off-duty. Respondent admitted that there was a standing order that he was not to use his Department vehicle off-duty.
13. Respondent admitted that he continued to use his Department vehicle after being ordered not to on February 20, 2014, by Master Sergeant Whitecotton. He further admitted that after his August 4, 2014, meeting with Lieutenant Cox and Master Sergeant Whitecotton

he continued to use his Department vehicle off-duty until approximately August 11, 2014, in violation of the order.

14. The approximate value of the fuel for 20 trips from Springfield to the Chicago area and back is determined to be \$1280.00.
15. Respondent stated that he was using his vehicle for personal reasons, due to his personal vehicle being inoperable. Respondent admitted that he travelled to the Chicago area to visit his family and transported his children in his Department vehicle when in the Chicago area.
16. Respondent admitted that he falsified his travel voucher because he was not supposed to stay in the Chicago area until May 25, 2014, with his Department vehicle.
17. Due to his multiple trips to and from the Chicago area, Respondent's command believed that he was not residing at his address listed with the Department. Respondent's work vehicle was never observed parked at his Springfield address and his personal vehicle and Department vehicle were often both parked at the Academy.
18. Upon further investigation it was discovered that Respondent's Department vehicle was also seen parked at his girlfriend's home on several occasions when he did not have permission to use his Department vehicle for personal use.
19. Respondent admitted during his administrative interview that he was living with his girlfriend for about six weeks from approximately July 2014 to October 2014 which was not his address of record with the Department.
20. Additionally, at the direction of the Department Academy Commander, officers assigned to the Academy are instructed to call into dispatch every day when leaving their residence to travel to work as being "on-duty" using radio code 10-41 and at the end of the work

day when arriving at their residence as being "off-duty" using radio code 10-42 each work day.

21. Department Telecommunications provided a list of dates and times Respondent was calling in his radio codes and Respondent was not calling in 10-41 and 10-42 each work day as required by the Academy Commander.
22. Respondent admitted that he does not utilize his 10-41 and 10-42 codes each day as required by the Academy Commander.

### COUNT I

#### CONVERSION OF STATE PROPERTY

23. Paragraphs 1.-22. of this Complaint are incorporated as if restated fully herein.
24. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.35., which states:

"Officers will not convert to their own use, manufacture, conceal, falsify, destroy, remove, disguise, or alter any property or evidence in connection with an investigation or other police action, except in accordance with established Departmental procedures."

#### **(First offense – Level 4 Misconduct: 31-45 days)**

Respondent violated this rule in that he converted Department property and resources in connection with the use of his Department issued squad car when he used state purchased fuel for personal reasons and drove his department issued squad car to and from the Chicago area on at least 20 occasions from February 20, 2014, to approximately August 11, 2014, in violation of established department procedures.

## **COUNT II**

### **FAILURE TO OBEY A LAWFUL ORDER**

25. Paragraphs 1.-22. of this Complaint are incorporated as if restated fully herein.
26. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.4., which states:

"Officers will obey any lawful order of a superior. This will include orders relayed from a superior, by a person of the same or lesser rank, or by a telecommunicator via radio or electronic medium."

**(First offense – Level 3 Misconduct, 15-30 days)**

Respondent violated this rule in that he failed to obey the lawful order of his superior by driving his squad car off-duty for personal use after being ordered not to do so.

## **COUNT III**

### **FAILURE TO LIVE AT ADDRESS OF RECORD**

27. Paragraphs 1.-22. of this Complaint are incorporated as if restated fully herein.
28. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.48., which states:

"Officers will reside within the state of Illinois and locate in a manner determined acceptable by their Colonel or his/her designee."

**(First Offense – Level 3 Misconduct, 15-30 days)**

Respondent violated this rule in that from approximately July 2014 to October 2014, he was living at an address which was not his address of record with the Department.

#### **COUNT IV**

##### **FAILURE TO USE EQUIPMENT PURSUANT TO DEPARTMENT POLICY**

29. Paragraphs 1.-22. of this Complaint are incorporated as if restated fully herein.
30. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.39., which states:

“Officers will operate official vehicles in a careful and prudent manner, and will obey all laws and all Department directives pertaining to such operation.”

##### **(Second Offense – Level 1 Misconduct, 1-10 days)**

Respondent violated this rule in that he used his Department vehicle for personal reasons from February 20, 2014, to August 11, 2014, in violation of Department policy.

#### **COUNT V**

##### **UNSATISFACTORY WORK PERFORMANCE**

31. Paragraphs 1.-22. of this Complaint are incorporated as if restated fully herein.
32. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.12., which states:

“Officers will maintain sufficient competency to properly perform their duties and assume the Responsibilities of their positions. Officers will perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department. Unsatisfactory performance may be demonstrated by a lack of knowledge of the application of laws required to be enforced; an unwillingness or inability to perform assigned tasks; the failure to

conform to work standards established for the officer's rank, grade or position; the failure to take appropriate action on the occasion of a crime, disorder or other condition deserving police attention; the failure to successfully complete mandatory annual training requirements; or absence without leave. An isolated incident can be evidence of incompetency and/or unsatisfactory performance. In addition to other indications of unsatisfactory performance, the following will be considered prima facie evidence of unsatisfactory performance: repeated poor evaluations or a written record of repeated infractions of rules, regulations, directives or orders of the Department."

**(First Offense – Level 1 Misconduct: Reprimand up to 3 days)**

Respondent violated this rule in that he failed to maintain sufficient competency in his duties in that on June 9, 2014, he submitted a travel voucher, knowing the information submitted to be inaccurate.

**COUNT VI**

**UNSATISFACTORY WORK PERFORMANCE**

33. Paragraphs 1.-22. of this Complaint are incorporated as if restated fully herein.
34. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.12., which states:

"Officers will maintain sufficient competency to properly perform their duties and assume the Responsibilities of their positions. Officers will perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department. Unsatisfactory performance may



be demonstrated by a lack of knowledge of the application of laws required to be enforced; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the officer's rank, grade or position; the failure to take appropriate action on the occasion of a crime, disorder or other condition deserving police attention; the failure to successfully complete mandatory annual training requirements; or absence without leave. An isolated incident can be evidence of incompetency and/or unsatisfactory performance. In addition to other indications of unsatisfactory performance, the following will be considered prima facie evidence of unsatisfactory performance: repeated poor evaluations or a written record of repeated infractions of rules, regulations, directives or orders of the Department."

**(First Offense – Level 1 Misconduct: Reprimand up to 3 days)**

Respondent violated this rule in that Respondent failed to assume the responsibilities of his position by utilizing his 10-41 and 10-42 codes each day as directed by the Academy Commander.


**CERTIFICATION**

A copy of Illinois State Police Department Directive ROC-002, Rules of Conduct, is attached and is certified by the Director as accurate, complete, and in full force and effect at the time the aforementioned acts were committed.

**CONCLUSION**

**WHEREFORE**, by reason of these facts and charges, I request the Illinois State Police Merit Board conduct a hearing in this matter and suspend Respondent from employment with the Illinois State Police for a period in excess of thirty (30) days and pay restitution in the amount of \$1280.00 to the Department.

Respectfully submitted,

  
Leo P. Schmitz, Director

Illinois State Police  
801 South Seventh Street, Suite 1100-S  
Springfield, Illinois 62703